

# COUNTY of HIDALGO



**HIDALGO COUNTY AUDITOR'S OFFICE**  
Hidalgo County Administration Building  
2808 South Business Highway 281  
Edinburg, Texas 78539-6243  
PHONE: (956) 318-2511  
FAX: (956) 318-2577  
WEBSITE: [www.co.hidalgo.tx.us/auditor](http://www.co.hidalgo.tx.us/auditor)

January 08, 2024

The Honorable Richard F. Cortez, Hidalgo County Judge  
The Honorable David L. Fuentes, Commissioner, Precinct No. 1  
The Honorable Eduardo "Eddie" Cantu, Commissioner, Precinct No. 2  
The Honorable Everardo "Ever" Villarreal, Commissioner, Precinct No. 3  
The Honorable Ellie Torres, Commissioner, Precinct No. 4

## RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

The county auditor shall certify to the commissioner's court the receipt of all revenue from intergovernmental contracts that is available for disbursement in a fiscal year but not included in the budget for that fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose.

I, Letty Chavez, Hidalgo County Auditor, certify to the Hidalgo County Commissioners Court the receipt of an award from the Organized Crime Drug Enforcement Task Force (OCDETF). These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT  
\$3,000.00

PURPOSE  
FY24 SW-TXS-1290  
Organized Crime Drug Enforcement Task Force OT

CERTIFIED BY:

  
\_\_\_\_\_  
Letty Chavez  
County Auditor

1/8/2024  
\_\_\_\_\_  
Date

### HIDALGO COUNTY DISTRICT JUDGES

LUIS M. SINGLETERRY JUDGE, 92<sup>ND</sup> D.C.    FERNANDO MANCIAS JUDGE, 93<sup>RD</sup> D.C.    J. R. "BOBBY" FLORES JUDGE, 139<sup>TH</sup> D.C.    ROSE GUERRA REYNA JUDGE, 206<sup>TH</sup> D.C.    MARLA CUELLAR JUDGE, 275<sup>TH</sup> D.C.    MARIO E. RAMIREZ, JR. JUDGE, 332<sup>ND</sup> D.C.    NOE GONZALEZ JUDGE, 370<sup>TH</sup> D.C. OVERSEER    LETICIA LOPEZ JUDGE, 389<sup>TH</sup> D.C.    L. KENO VASQUEZ JUDGE, 398<sup>TH</sup> D.C.    ISRAEL RAMON, JR. JUDGE, 430<sup>TH</sup> D.C.    RENEE R. BETANCOURT JUDGE, 449<sup>TH</sup> D.C.    JOSE "JOE" RAMIREZ JUDGE, 464<sup>TH</sup> D.C.    YSMAEL FONSECA JUDGE, 476<sup>TH</sup> D.C.

AI-93802

Constable Pct. #4 9. A.

**CC REGULAR AGENDA SPECIAL MTG**

**Meeting Date:** 01/09/2024

**Submitted For:** Atanacio Gaitan, CONSTABLE  
PCT. #4

**Submitted By:** Christopher Barrera

**Department:** CONSTABLE PCT. #4

**CAPTION**

1. Approval of the Organized Crime Drug Task Forces (OCDETF) Agreement for FY 2024 (11/09/2023-09/30/2024) between the Hidalgo County Constable Pct. 4 and the Homeland Security Investigations - Organized Crime Drug Enforcement Task Force (OCDETF) Investigation or Strategic Initiative Program.
2. Requesting authorization to pay overtime reimbursement under the grant terms and conditions.
3. Approval of certification of revenues, as certified by the County Auditors, for the FY 2024 OCDETF agreement for the use of State & Local overtime and Authorized Expenses / Strategic Initiative Program award in the amount of \$3,000.00 and appropriation of same amount.

**BACKGROUND**

**Fiscal Impact**

**CALENDAR YEAR:** 2023

**ACCT. #:** 3-1284-421-10-294-064-4- XXX

**FUNDS AVAILABLE Y/N?:** Y

**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Appropriation of funds for the FY 2024 (11/09/23 - 09/30/24) OCDETF Overtime Funding Agreement in reference to investigation no. SW-TXS-1290 in the amount of \$3,000.00, pending COR by Co. Auditor. Expenses relating to fringe benefits that are assigned to the overtime hours are to be charged to Const. Pct. 4 G/F budget.

Revenue acct# 3-12XX-331-11-294-064-4-000 CONST PCT 4 OCDETF-REVENUES

**Attachments**

Agreement  
Overtime Policy  
appropriation-revised

**Form Review**

<b>Inbox</b>	<b>Reviewed By</b>	<b>Date</b>
Budget & Management	Veronica Ortiz	01/04/2024 04:08 PM
Final Approval	Monica Salinas	01/05/2024 05:43 PM
Form Started By: Christopher Barrera		Started On: 01/04/2024 02:00 PM
Final Approval Date: 01/05/2024		

**Organized Crime Drug Enforcement Task Forces**  
**FY 2024 Agreement**  
**For the Use of the State & Local Overtime and Authorized**  
**Expenses / Strategic Initiative Program**

UEI #: L H A C K 1 U L 6 N R 3 EFT\* indicator:

Federal Tax Identification: 7 4 - 6 0 0 0 7 1 7

\*EFT indicator is required if there is more than one bank account associated with the UEI.

EXO USE ONLY  
 DC#: A-32- \_\_\_\_\_

Amount Requested: \$ 3,000.00  
Amount requested should match the amount calculated on the Initial Funding Form, Page 2  
 Number of Officers Listed: 1

OCDETF Investigation / Strategic Initiative  
 Number: SW-TXS-1290  
 Operation Name: Intocable

From: November 9, 2023  
Beginning Date of Agreement  
 To: September 30, 2024  
Ending Date of Agreement

Federal Agency Investigations  
 Number: MC13CR23MC0001

State & Local Organization  
 Supervisor: Chief Horaldo Sanchez  
 Phone Number: (956) 383-8560  
 Email Address: horaldo.sanchez@co.hidalgo.tx.us

Sponsoring Federal Agency(ies):  
Homeland Security Investigations

Group / Squad Supervisor: Mario H. Campbell  
 Phone Number: (956) 457-9310  
 Email Address: mario.campbell@hsi.dhs.gov

State & Local Organization Name:  
Hidalgo County Constable Pct.4  
 State & Local Address:  
1212 S. 25th Ave Suit B  
Edinburg, Texas 78539

Addendum A in use? Y  N

Please provide the name, phone number, and email address for the **financial staff person(s)** who is/are directly responsible for the billing on the Reimbursement Request at the State & Local Organization and the person responsible for the **Sam.gov entity administration**:

Finance Contact: Andrea Sanchez  
 Phone Number: (956) 383-8560  
 Email Address: andrea.sanchez@co.hidalgo.tx.

SAM.gov Entity  
 Administrator: Horaldo Sanchez  
 Phone Number: (956) 383-8560  
 Email Address: andrea.sanchez@co.hidalgo.tx.



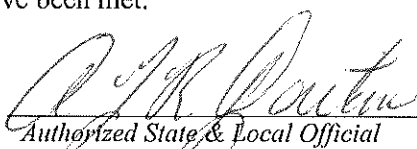
This Agreement is between the above-named State & Local Law Enforcement Organization and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by State & Local Law Enforcement Organization official who has supervisory authority over, and is authorized to assign, the participating Law Enforcement Officers to the OCDETF investigation or Strategic Initiative; the Sponsoring Federal Agency Special Agent in Charge (SAC), or designee, of the sponsoring Federal Agency field office where the State & Local Officers will be working; the sponsoring Agency Regional OCDETF Coordinator; the Regional OCDETF Director; and the OCDETF Executive Office.

1. It is agreed that the State & Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State & Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2024.
2. No individual Agreement with a State & Local Organization may exceed \$25,000; and the cumulative amount of OCDETF State & Local overtime monies that may be expended on a single OCDETF investigation within a single fiscal year may not exceed \$50,000 without express prior approval from the OCDETF Executive Office. The OCDETF EXO will entertain requests to exceed these funding levels; however, there will be increased scrutiny from management pursuant to levels of funding requested. To receive approval to exceed this level of funding, a Cap Waiver Request Form approved by the Regional Director, must be sent to the to the OCDETF Internal Auditor and OCDETF Budget Mailbox (ocdetf.budget.mailbox@usdoj.gov).
3. Each Reimbursable Agreement will be allowed no more than five (5) modifications per year. If the funds for a particular Agreement are completely deobligated with the intention of closing the Agreement, it will not count as a modification for purposes of this policy. No increase modifications should be submitted if there are no bills entered on the Agreement in MIS. These amendments or changes must be submitted as a Modification Memo, signed by the Regional OCDETF Director, or designee, and sent to the OCDETF EXO in a timely manner not to exceed thirty (30) days. The signed Modification Memo should be returned to the State & Local Organization, included in the region's State & Local agreement file, and be available upon request.
4. If an Agreement does not have a bill entered in MIS within ninety (90) days of the Agreement funding date (in MIS) or ninety (90) days between the last bill payment date (in MIS), the funds should be deobligated. [For example, if an Agreement is dated October 1st, and there is no activity by December 30th, the Agreement's funds should be deobligated.] The Regional Program Specialist Assistant/Program Specialist will routinely run 90-day inactivity reports from MIS to identify inactive Agreements eligible for deobligation. The OCDETF EXO will assist with monitoring aging Agreements. Furthermore, if a State & Local Organization determines there will be no additional work performed under a particular Agreement, a funding change notification (modification memo) identifying the amount to be deobligated should be submitted to the OCDETF EXO as soon as possible.
5. The State & Local Law Enforcement Organization agrees to provide experienced Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.
6. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.
7. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

8. Any State & Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.
9. Officers assigned to OCDETF investigations or Strategic Initiatives are expected to work full-time (as defined by the State & Local Organization) on the investigation(s) or Strategic Initiative(s) to be paid overtime. To satisfy the “full-time” expectation, a Law Enforcement Officer should work forty (40) hours per week as defined by the State & Local Organization or eight (8) hours per day on a single, or multiple, OCDETF investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be approved by the RCG and attached as an Addendum A to the Agreement. Officers not meeting the full-time expectation will not be reimbursed for overtime without an approved exception or waiver in the Addendum A. If the Addendum A allows for zero regular hours to be worked, it must also limit the number of overtime hours allowed in a billing month with zero regular hours (the limit established is up to the discretion of the RCG but should be explicitly mentioned in Addendum A if allowed).
10. The Reimbursement Request must be submitted to the Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked. [For example, if overtime is incurred in May, the Reimbursement Request for the May overtime should be submitted to the Regional Coordination Group no later than June 30th.] Requests not submitted within this period, may not be honored or paid.
11. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the period covered. The Organization affected by any such modification will receive a memo notifying them of the changes.
12. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State & Local Organization is responsible for ensuring that this annual payment is not exceeded. The OCDETF Program Specialist, or designee, will monitor these payments through MIS and communicate to the Federal Agency Regional OCDETF Coordinators, who provide status updates to any officer approaching the threshold.
13. The Overtime Log (page 2 of the Reimbursement Request) must be attached to the Reimbursement Request when submitting the monthly invoices. When completing the Overtime Log, each column must be completed with the totals reported at the bottom. The Overtime Log must include the officer’s name from the Agreement or Officer Modification Form, the number of regular hours worked, the number of overtime hours worked, the overtime rate, and the cumulative overtime total of each State & Local Officer on all federal cases such as HIDTA, Safe Streets, etc. Do not leave any columns blank; enter “0” for any columns with a non-applicable amount. The ‘Totals’ row of Columns A, B, D, and E must match the amounts listed on the Reimbursement Request. Additionally, the Reimbursement Request contains an officer’s Overtime Log for tracking individual officer’s hours. The column in the overtime log titled ‘Other Federal Overtime earned this Fiscal Year’ should be used to track other federal non-OCDETF cases (i.e., Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) overtime hours earned in the fiscal year, so when combined with the officer’s total OCDETF overtime hours the individual officer’s total federal overtime hours can be tracked towards the 25% threshold.
14. Under no circumstances will the State & Local Organization charge any indirect costs for the administration or implementation of this Agreement.
15. The State & Local Law Enforcement Organization shall maintain paper or electronic records for a period of six (6) years. Accurate and complete records must account for all obligations and expenditures of funds under the agreement in accordance with generally accepted accounting principles to facilitate on-site auditing and inspection.

16. The RCG is also responsible for identifying and implementing any additional policy requirements for its specific region, as needed. Regional policies are documented in the Addendum B of approved Agreements. The agencies must adhere to these additional requirements unless they have written approval by the RCG for any exceptions to the regional policies.
17. The sponsoring Federal Agency considers DOJ as a sharing participant of any assets seized and forfeited for the investigation.
18. Fringe benefits (such as retirement, FICA, or other expenses) are NOT to be included in overtime payment. Auxiliary educational benefits are also NOT to be included in overtime payment. Reimbursement of overtime payment is based solely on the authorized overtime rate of each participating officer listed in the Agreement. Under no circumstances may a State & Local Law Enforcement Organization include any administrative fees for the processing of overtime. Additionally, officers are not eligible for reimbursement of compensation time earned in lieu of overtime payment. OCDETF will only reimburse an actual dollar (\$) amount paid to the officer for overtime worked, any additional benefit (including compensation time) will NOT be reimbursed.
19. The State & Local Law Enforcement Organization shall permit examination and auditing by representatives of OCDETF, the sponsoring Federal Agency, the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly authorized agents and representatives, of all records, documents, accounts, invoices, receipts, or expenditures relating to this agreement. In addition, all such records and reports shall be maintained until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of the agreement, whichever is later. Failure to provide proper documentation will limit State & Local Law Enforcement Organizations from receiving OCDETF funding in the future.
20. The State & Local Organization will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin, or handicap.
21. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.
22. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. Participants are required to register in SAM.gov to receive reimbursements; registration information will be provided upon request. In certain circumstances the OCDETF Executive Office may make exceptions for Organizations that are unable to accept this form of payment, however, such Organizations must include written justification in the addendum of each new Agreement.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State & Local Law Enforcement Organization. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of AFF funds per the approval and signature of the OCDETF EXO obligating authority. The OCDETF EXO will approve and certify all terms and conditions of the Agreement have been met.

Approved By:  Constable 11-29-2023  
*Authorized State & Local Official Title Date*  
Atanacio "JR" Gaitan  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Federal Agency Special Agent in Charge or Designee Date*  
Craig Larrabee  
*Print Name*

Approved By: \_\_\_\_\_  
*Sponsoring Agency Regional OCDETF Coordinator Date*

Approved By: \_\_\_\_\_  
*Assistant United States Attorney Regional OCDETF Director/Program Specialist Date*

Funds are encumbered for the State & Local Organization overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Approving Official: \_\_\_\_\_  
*OCDETF Executive Office Date*

**Organized Crime Drug Enforcement Task Forces**  
 FY 2024 State & Local Law Enforcement Officers Assigned to  
 Participate in the State & Local Overtime and  
 Authorized Expenses / Strategic Initiative Program

State & Local Organization: Hidalgo County Constable Pct.4

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1290

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>Name*</u>	<u>Title / Rank</u>	<u>DOB</u>
1.	Brian Ayala	Task Force Officer	1/2/1990
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

\*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request.

OCDETF Officer Form (Continued)

State & Local Organization: Hidalgo County Constable Pct.4

OCDETF Investigation / Strategic Initiative Number: SW-TXS-1290

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	<u>Name*</u>	<u>Title / Rank</u>	<u>DOB</u>
11.	_____	_____	_____
12.	_____	_____	_____
13.	_____	_____	_____
14.	_____	_____	_____
15.	_____	_____	_____
16.	_____	_____	_____
17.	_____	_____	_____
18.	_____	_____	_____
19.	_____	_____	_____
20.	_____	_____	_____
21.	_____	_____	_____
22.	_____	_____	_____
23.	_____	_____	_____
24.	_____	_____	_____
25.	_____	_____	_____
26.	_____	_____	_____
27.	_____	_____	_____
28.	_____	_____	_____
29.	_____	_____	_____
30.	_____	_____	_____
31.	_____	_____	_____
32.	_____	_____	_____

\*Please list the Name that matches the Officer's pay statements (first/last names only) - these exact names must be listed on the Reimbursement Request.

# **Addendum A**

Definition of “Full-Time Participation” Exemption

## **The Southwest Region Coordination Group State and Local OVERTIME POLICY**

For purposes of reimbursing OCDETF overtime claims, the following applies:

- 1. Work 40 hours per week on a single OCDETF investigation or multiple OCDETF investigations; or**
- 2. If the officer/agent is not assigned full time to a task force working exclusively OCDETF investigations, then the officer/agent is required to work 8 hours regular time in a given day toward the OCDETF investigation before claiming any overtime; or**
- 3. To accommodate exigent unforeseen circumstances when effective management of dedicated resources cannot handle a particular enforcement action, overtime hours incurred may be reimbursed without the officer/agent having worked an 8 hour shift dedicated to the investigation, provided that the officer/agent is diverted from normal shift work to accommodate the need at the request of a supervisor of a federal agency.**

Reimbursement under such circumstances will be limited to the overtime incurred in response to the unforeseen exigent circumstances, that is, when the enforcement action is complete, no additional overtime will be reimbursed without compliance with 1 or 2 above. Under no circumstances will more than 24 overtime hours per month per state/local entity be reimbursed under this provision. The federal agency supervising the enforcement action should notify the appropriate Regional Coordinator of the enforcement action and overtime hours incurred by the State and Local Department(s) promptly.

Exemptions will be considered on a case by case basis per individual incident. All approvals are subjected to the availability of funds.

A written justification for any waiver request where no regular hours were worked, under exceptions # 2 and #3, must be attached to each affected claim for reimbursement.

### **Any Other Exceptions or Justifications**

**NONE**

ADDENDUM B  
TO STATE AND LOCAL OVERTIME AGREEMENT  
STRATEGIC INITIATIVE FUNDING REQUEST

**Note: The following ONLY pertains to Strategic Initiative Funding Requests**

State and Local agencies acknowledge that all proposed expenditures requested under State and Local Overtime funds are conditioned upon the Southwest Regional Coordination Group (RCG) approval concurrent with any pre-approval process by the OCDETF Executive Office before funding is initiated.

Furthermore, the requesting State and Local agencies acknowledge that any approval process from the State and Local Overtime funds are considered reimbursable expenditures.

Any State and Local agency seeking Strategic Initiative Funding should initially contact the federal agency point of contact. The federal agency point of contact will coordinate further responses with the RCG.





Celeste Garza <celeste.garza@auditor.co.hidalgo.tx.us>

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**(no subject)**

1 message

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**Christopher Barrera** <christopher.rbarrera@co.hidalgo.tx.us>  
To: Celeste Garza <celeste.garza@auditor.co.hidalgo.tx.us>

Thu, Jan 4, 2024 at 3:49 PM

Afternoon

Can you certify revenues for the FY24 OCDEFT agreement in the amount of \$3,000.00.

AI-93802

Thank you

--

**Christopher Robert Barrera**  
**Sergeant Hidalgo County Constable Precinct 4**  
**1212 S. 25th Street, Suit B, Edinburg Tx 78539**  
**Office: (956) 383-8560 Fax: (956) 383-8565 Ext. 4310**  
**Email: [christopher.rbarrera@co.hidalgo.tx.us](mailto:christopher.rbarrera@co.hidalgo.tx.us)**

